



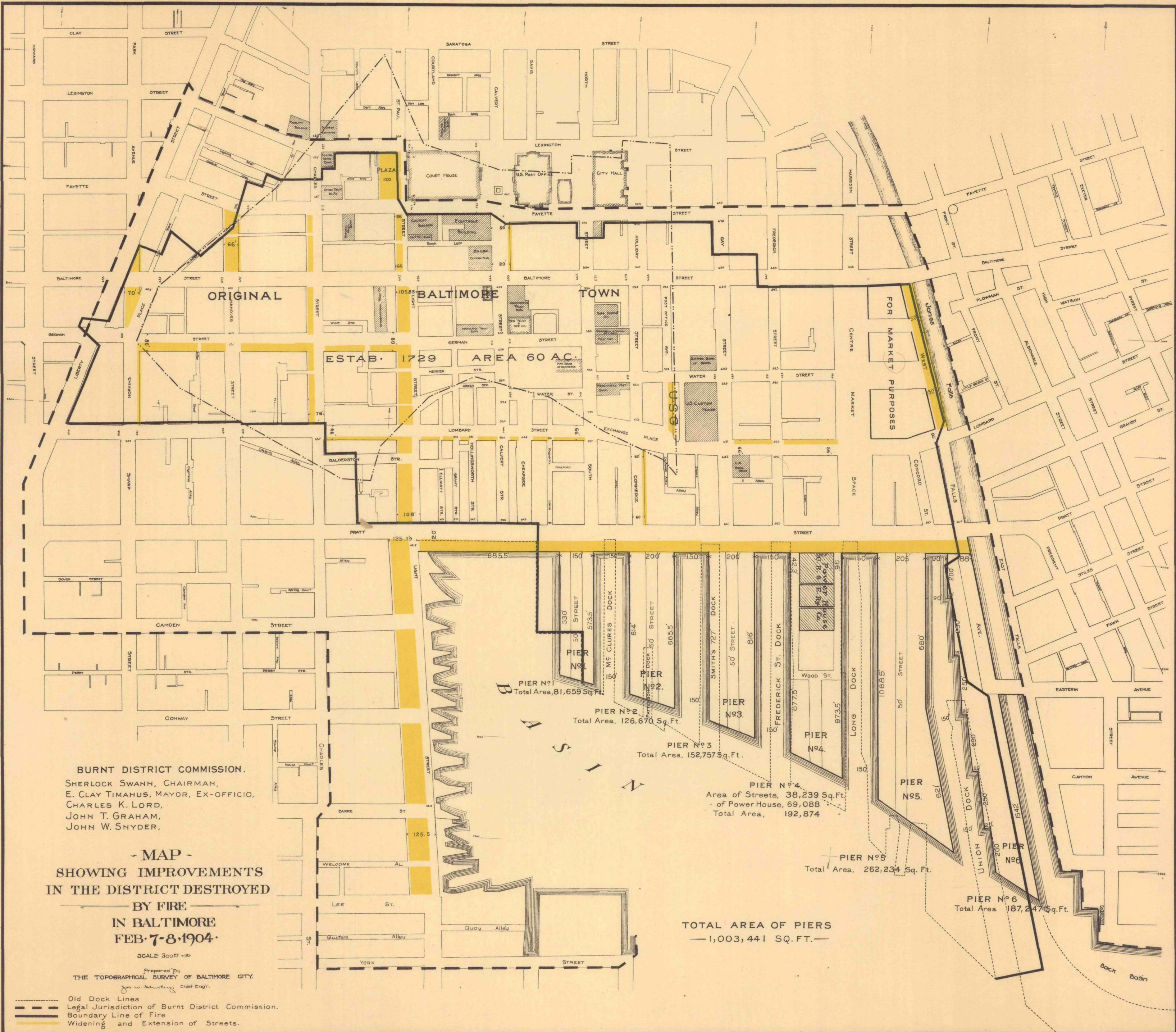
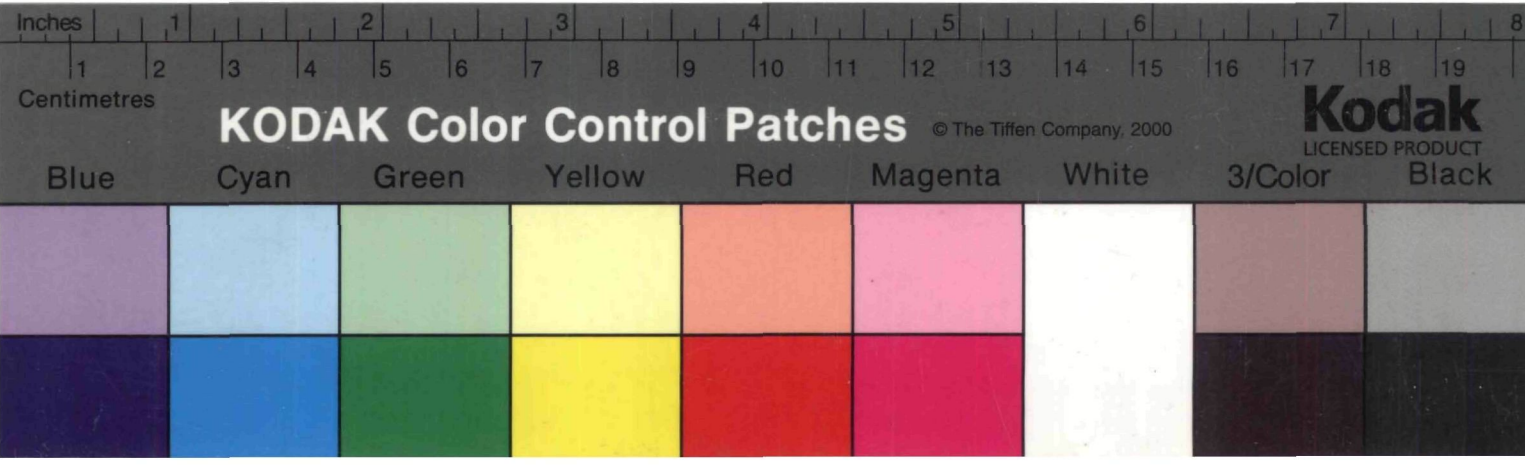
*Looking N. W. from the river*

*1890*



*Exterior View of the Ruins of  
of Baltimore City, Md.*





BURNT DISTRICT COMMISSION.  
SHERLOCK SWANN, CHAIRMAN,  
E. CLAY TIMANUS, MAYOR, EX-OFFICIO,  
CHARLES K. LORD,  
JOHN T. GRAHAM,  
JOHN W. SNYDER.

MAP  
SHOWING IMPROVEMENTS  
IN THE DISTRICT DESTROYED  
BY FIRE  
IN BALTIMORE  
FEB. 7-8, 1904.

SCALE 300 FT. = 1 IN.

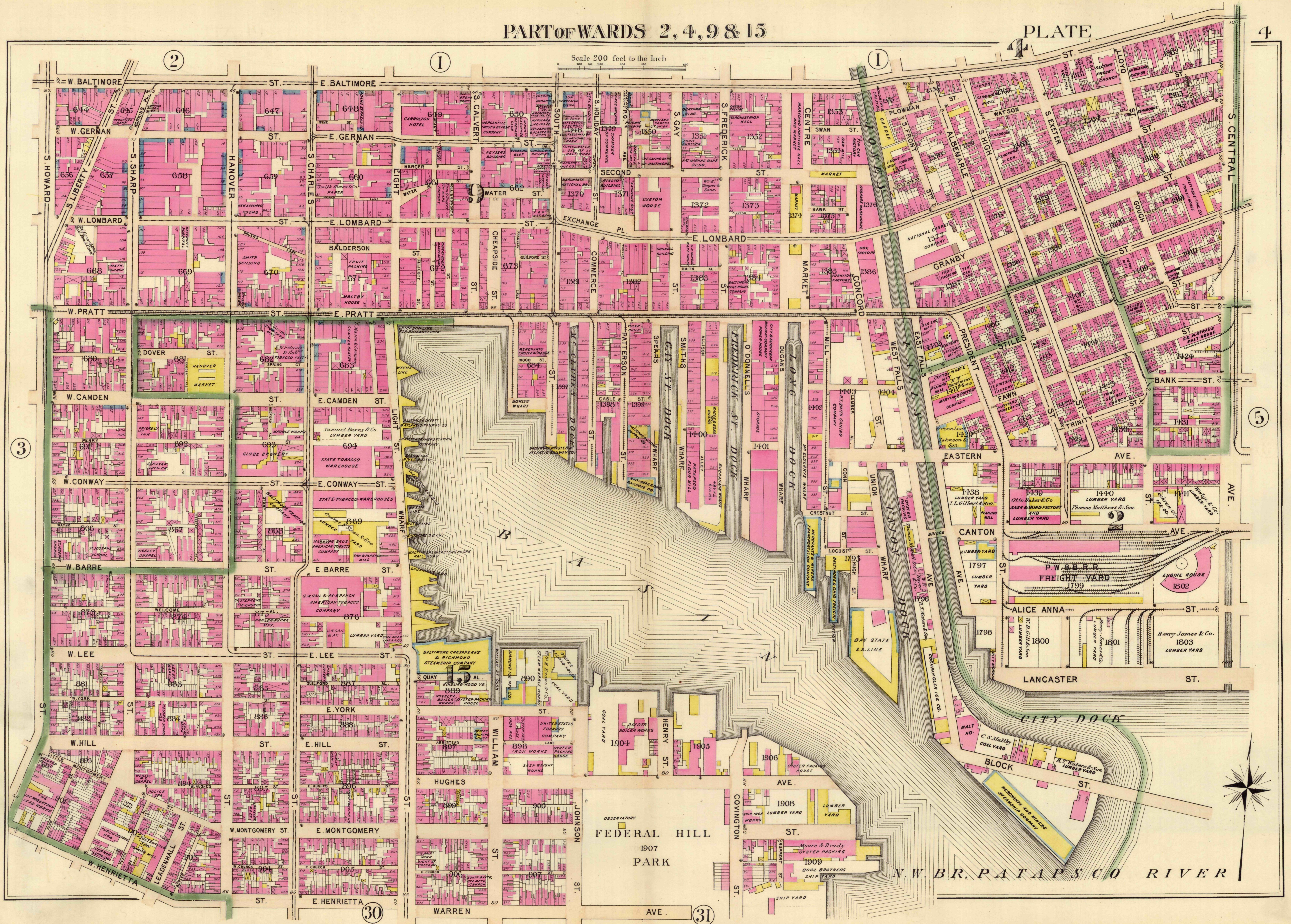
Prepared by  
THE TOPOGRAPHICAL SURVEY OF BALTIMORE CITY.

Old Dock Lines  
Legal Jurisdiction of Burnt District Commission.  
Boundary Line of Fire  
Widening and Extension of Streets.

TOTAL AREA OF PIERS  
— 1,003,441 SQ. FT. —

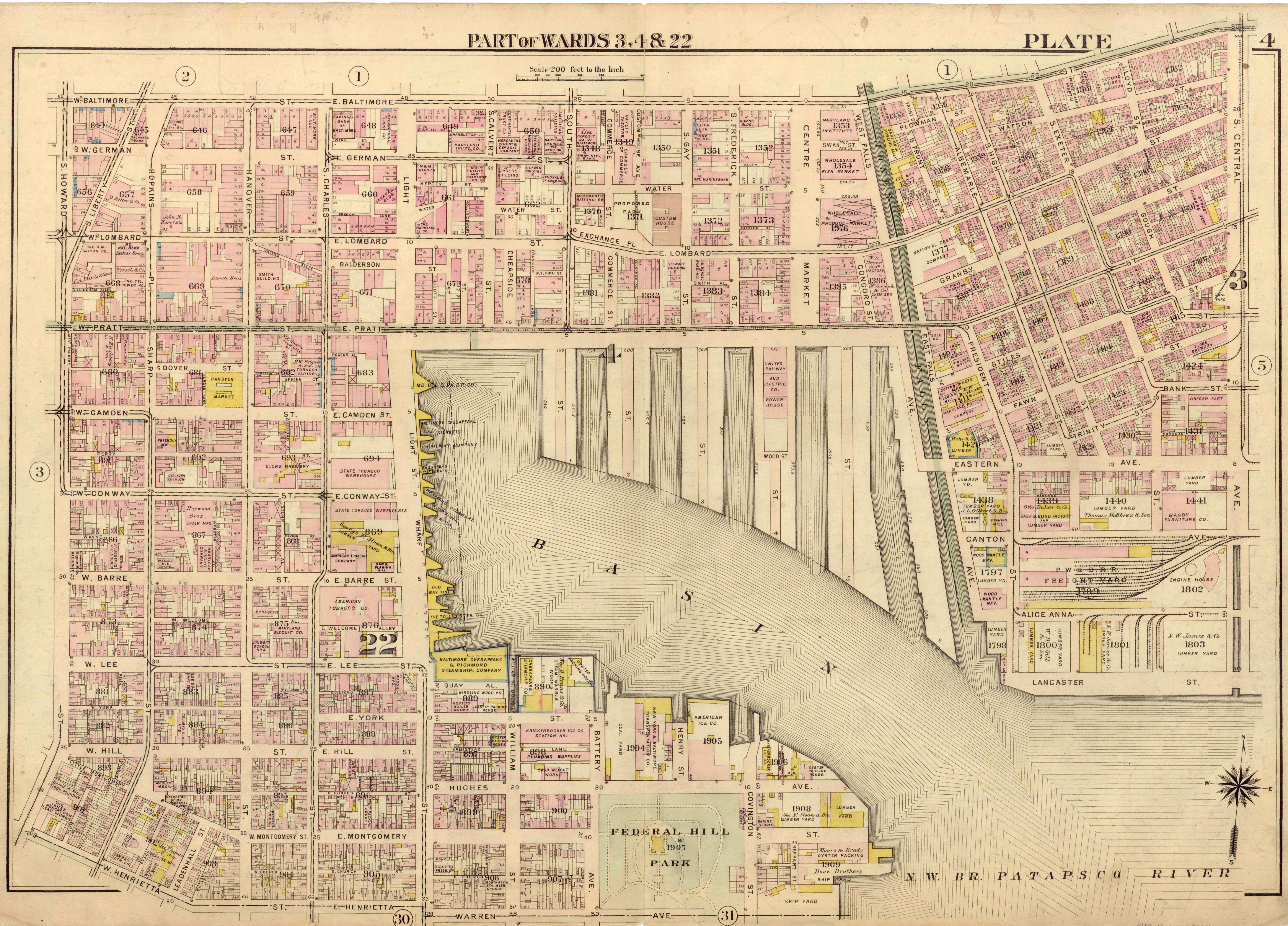
MSA SC 3874-143







Scale 200 feet to the Inch







Sidney T. Dyer et al.  
vs.  
Mayor & City Council of Baltimore  
et al.

Filed 10th March 1905

Complainants' Exhibit No 2

**BURNT DISTRICT COMMISSION**

MAP SHOWING  
PROPERTY to be acquired for Dock Improvement.  
Prepared in the Office of  
THE TOPOGRAPHICAL SURVEY  
MAY - 1904

Scale 1 in. = 100 feet

Commissioners  
Shelton Swann Chairman  
Robert M. McNamee Mayor  
Charles H. Smith  
John J. Graham

Approved  
Harbor Engineer

City of Baltimore  
Topographical Survey  
Drawing No. 228  
for W. Stanley  
May 24, 1904 Chief Engineer



IN THE UNITED STATES COURT FOR THE DISTRICT OF MARYLAND

Sidney Turner Dyer, and )

Elisha Dyer, Jr., )  
her husband, )

and )

Laura Patterson, in her own )  
right and as surviving Trustee under )  
will of Margaret Turner. )  
- vs - )

The Mayor and City Council )

of Baltimore. )

Baltimore, Maryland, November 9, 1905.

The Court met at 10 o'clock a. m.

Present in behalf of the plaintiffs, Messrs. Machen  
and Machen, Mr. Rose and Mr. Bryan.

Present in behalf of the defendants, Messrs. Poe  
and Lauchheimer.

Mr. Machen, Junior, made the opening statement in  
behalf of the plaintiffs.

Mr. Poe made the opening statement to the jury in  
behalf of the defendants.

The COURT: (Referring to opening statement made by Mr.  
Poe) I think there is another thing that might be said  
to the jury, and that is that if any of the members of the



jury feel conscientiously that they have personal knowledge and experience upon which they can rely as to values of property in that part of the city that they are not expected under their oath to disregard that, that they have a right to test the weight of the testimony of the witnesses by any such personal knowledge and experience that they have themselves.

Mr. ROSE: We would like, your Honor, to reserve an exception to that statement.

The COURT: Very well.

Whereupon ---

SIGMUND GOODFUND,

a witness produced in behalf of the plaintiffs, having been duly sworn, was examined and testified as follows:-

DIRECT EXAMINATION

By Mr. Machen, Jr.

Q. What is your residence and occupation?

A. Baltimore; sales agent for Fleischmann & Company.

Q.Q. Will you kindly tell the jury in your own way all that you know about the circumstances of the sale of lot Number 303 on the burnt district plat made by Mr. Charles J. Bonaparte to your company?

A. We purchased this lot, I think it was, in February,



1904, just after the fire.

Q. That was, of course, before the dock system was thought of?

A. Yes, sir.

The COURT: The fire was February 7 and 8, 1904?

The WITNESS: Yes, sir. We commenced negotiating for it I think the second day after the fire.

Q. (Mr. Poe) Now will you tell the jury the course of negotiations and the price, and so on?

A. In the first place we had agreed to sign a lease with Mr. Bonaparte on Wednesday after the fire for a renewal, I think it was for three years, at an increased rent, and after the fire we tried to buy it so we could build on it. I think we closed the transaction about two or three weeks afterwards, for five thousand dollars, after inquiring around and taking into consideration what we thought it was worth; we came to the conclusion we were getting it at a fair price, taking into consideration the docks and the facilities that we were having there.

Q. What was the price you purchased for from Mr. Bonaparte?

A. Five thousand dollars.

Q. That is a little over two hundred dollars a front



foot. Was this lease agreed upon before or after the fire?

A. It was agreed upon before the fire.

Q. Just before the fire?

A. Yes, sir.

Q. But was, to take effect, I understood you to say, after the fire?

A. The lease was made before the fire with no expectation of a fire.

Q. Of course. It was to take effect ---

A. On the 1st of May, 1904.

Q. Yes. I understood you to say ---

The COURT: Were you already tenants of the property?

The WITNESS: Yes, we were tenants from 1900.

Q. (Mr. Machen, Jr.) I understood you to say that you approached Mr. Bonaparte immediately after the fire in regard to purchasing the property?

A. Yes. I think it was on Tuesday morning I called on Mr. Bonaparte up and asked him if it was any use to come up to sign a lease, that I did n't think the house was standing, and he agreed that it was not worth while to come up. So the next best thing we thought was to try



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Sigmund Goodman.

5

to purchase the property, so as to build on it, and in three or four weeks, I think we agreed on a price.

Q. What was the original price asked you?

A. The price originally asked us was \$6000.

Q. You did not agree to that?

A. No, sir. The price we paid was \$5000.

Q. I suppose there must have been some discussion between you and Mr. Bonaparte?

A. We were about three weeks, and then Mr. Rowe, our general manager, came on, and after inquiring among a great many people he concluded that \$5000 was a fair price.

A. After inquiring around he concluded that was a fair price?

A. Yes.

Q. Will you tell the jury what advantages that property has for you in your business? First, I will ask you what is your business?

A. We are distributors, we sell to the wholesale trade. The advantage that property had was the same advantage that it would have for anybody who shipped in cars, the same as to anybody else on the dock. In this way:



Our cars were brought to us on barges and we could unload a car at very little cost, with the assistance of one man; we could unload a car in about twenty minutes. The scow would bring the cars to our door. We had the advantage of all the railroads that came into Baltimore, because all railroads deliver their cars on scows that way where you have the place for them to come up. If we had been on a single track road we would have been at the mercy of that road, unless we wanted to pay the trackage of what the other roads would charge us. And then again, we were right in the heart of the city; it was the only dock within a stone's throw of the wholesale district of the city, the post-office and the banks.

Q. The only large dock at all events. You said if you were on a single track road and so forth. I do not know that the jury understood that exactly.

A. I guess I made a mistake; I meant to say on one road alone, if we were on the B. & O. alone or the Pennsylvania Road alone; I did not mean a single track.

Q. I wanted to make that clear, that you meant that if you were on only one road.

A. I should have said that, yes.



Q. But here you had an advantage?

A. On any road that ran into Baltimore at the present time, or any road that would come in here hereafter.

Q. Because they must all get to the water.

A. Yes, sir, they get to the water.

Q. You propose, I suppose, to build on that property?

A. We had our plans drawn and submitted to the building inspector.

Q. What is the business of Fleischmann & Company?

A. My department is wholesale whiskey. We are distributors to the trade.

#### CROSS EXAMINATION

By Mr. Poe.

Q. Fleischmann & Company is a wealthy concern, is it not?

A. They always have paid me my salary ---

Q. I understand that, but you testified in another case in the City Court and you did not have any hesitancy there in saying whether they were rich or not.

A. You asked me what they were worth and I said that I had never counted their money, that I only knew it from hearsay, from Dun and from Bradstreet.



Q. And they are rated at what?

Mr. BRYAN: We object to that.

(Argument on the objection followed.)

Mr. POE: We expected to show that here was a wealthy firm that owned the adjoining lot and they wanted this lot for the purpose of extending their business of re-building

(Further argument followed).

The COURT: I do not know that you have the right to go into the individual wealth of the firm. You may ask the firm's business.

Q. (Mr. Poe) The firm that purchased this lot was known as what?

A. As Fleischmann & Company at that time.

Q. They do a large business?

A. Well, we did a fair business here, I don't know how large it was.

Q. How many branches has the concern?

A. The whiskey department has got about six branches.

Q. Does it do a large business in the different branches?

A. We do, I guess, about fourth largest in the United States, but there are plenty of others larger than we are.

Q. Is it a rich concern?



Mr. BRYAN: The same objection is made to that question, as it is the same question that he asked before.

The COURT: The objection is sustained. You can, however, go into the extent of their business.

Q. (Mr. Poe) What is the volume of their business here in Baltimore?

The COURT: I think Mr. Goodman said they were fourth.

The WITNESS: I said, sir, I thought we did about fourth the volume of business in the United States.

Q. (Mr. BRYAN) You mean the fourth leading house?

A. The fourth leading house.

Q. (Mr. Poe) What is the volume of your business?

A. I should judge about \$500,000 or \$600,000 that we do in Baltimore.

Q. How about the whole volume of business you do in all of the branches?

A. I don't know anything about that, I cannot answer that.

Q. The firm ~~that~~ occupied this property since 1900, particular  
I think you said?

A. I think it was 1900.

Q. Will you tell us what rent the firm paid?



Mr. BRYAN: If your Honor please I do not know --- to be perfectly frank with the Court --- whether this would throw any light on it or not. If it does it ought to come in and if it does not it ought not to come in. What we are dealing with is the value of vacant ground. Does the rent that is paid for improved property throw any light on it?

The COURT: I think you stated in the opening statement that it was very difficult to establish a market value for property down here, in the sense that it was not something that was traded in every day.

Mr. BRYAN: Yes, sir, that is undoubtedly so.

The COURT: And therefore it seems to be proper to go into all the elements, use, occupation and rent, which would tend to throw light upon the property, either improved or unimproved.

Mr. ROBE: Your Honor will allow us to note an exception.

The COURT: Yes.

Q. (Mr. Poe) Now, what was the rent?

A. \$500 a year, I think; \$41.25 a month, or something like that.

Q. You paid \$500 for this property from 1900 down to May, 1904, or at least the lease would have expired then?



A. Yes, sir.

Q. That was, of course, the property improved as it was by a warehouse?

A. Yes, sir.

Q. Will you tell the jury what was the character of the warehouse that was on that property that you paid \$500 a year for.

Mr. BRYAN: The same objection, and I suppose your Honor makes the same ruling, <sup>and</sup> we note an exception?

The COURT: Yes.

A. It was a four-story building.

Q. (Mr. Poe) A brick building?

A. Yes, sir.

Q. Was it in good repair?

A. Yes, sir.

Q. The landlord was Mr. Bonaparte?

A. Yes, and then we had a wharf, you know, which we considered very valuable.

Q. I will come to that in a minute, but referring to the improvements, it was a four-story brick warehouse in good repair?

A. Yes, sir.

Q. Was that warehouse adapted to the purposes of your



business, Mr. Goodman?

A. Yes, sir. I think our going there shows that.

Q. I think so too, but I do not want to have any matter of argument, I want your positive statement about it.

A. Yes, sir.

Q. You occupied the adjoining property too, did you not?

A. Yes, sir.

Q. The Fleischmann Company owned a leasehold interest in the adjoining property, did it not?

A. I think so, the Fleischmann Company or Julius Fleischmann, one or the other, I don't know which.

Q. A leasehold interest in the adjoining property?

A. Yes, sir.

Q. How long had you occupied the adjoining property?

A. I think two years.

Q. Did you occupy the Bonaparte lot before you occupied the lot adjoining it?

A. Yes.

Q. And you occupied the other lot two years?

A. Yes, sir.

Q. How was that lot improved?

A. That has the same style of a house on it.



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Sigmund Goodman.

13

Q. Was that warehouse adapted to the purposes of your business too?

A. I should judge so; we were there.

Q. Were the two buildings used in conjunction or were they used separately?

A. In conjunction, with fireproof doors between.

Q. They actually communicated, did they?

A. Yes.

Q. And you had fireproof doors?

A. Yes, so we could get insurance; otherwise they would not give us any.

Q. You occupied two houses. Why did you occupy two, was not one enough for you?

A. I think if we had two it is conclusive that we needed them.

Mr. ROSE: Our exception applies to all this testimony, your Honor.

The COURT: Yes, sir.

The WITNESS: I will answer this question this way.

in our business we needed a certain <sup>number</sup> ~~lot~~ of square feet of <sup>space</sup> ~~ground~~ which we could have had on two lots, or we could have had a six-story building on one lot, which would have done us equally well. We could have had